



LAN Connect global Service Schedule to the General Terms

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A note on 'you'

'You' and 'your' mean the Customer.

Words defined in the General Terms

Words that are capitalised but have not been defined in this Schedule have the meanings given to them in the General Terms.

Part A – The LAN Connect global Service

1 Service Summary

BT will provide you with a modular managed service including the supply, installation (if applicable) and support of IP Telephony and LAN equipment and related services, comprising:

- 1.1 the Standard Service Components; and
- 1.2 any of the Service Options as set out in any applicable Order, up to the point of the Service Management Boundary as set out in Paragraph 4 ("**LAN Connect global Service**").

2 Standard Service Components

BT will provide you with all the following standard service components ("**Standard Service Components**") in accordance with the details as set out in any applicable Order:

2.1 BT Project Co-ordinator

- 2.1.1 BT will provide a BT Project Co-ordinator. The BT Project Co-ordinator will be your single point of contact for managing implementation of the LAN Connect global Service.
- 2.1.2 The BT Project Co-ordinator will be office based and will not meet you.
- 2.1.3 BT will prepare a technical design specification for the LAN Connect global Service. You will provide any configuration details requested by BT. Any request by you for additional work outside the scope of the original technical design specification will incur additional Charges as agreed in an Order.
- 2.1.4 The BT Project Co-ordinator will provide you with a detailed customer handbook containing information relating to the LAN Connect global Service provided, and relevant contact points within BT.
- 2.1.5 BT will arrange for the CPE to be delivered to Site. Subject to any Site constraints and unless you order a Meraki Home Worker solution as per Paragraph 3.5, BT will unpack, and install the CPE at Site. BT will connect the CPE to the power supply and ensure that the CPE powers up correctly.
- 2.1.6 BT will configure the CPE, as appropriate, so that traffic can be transmitted across your network as set out in the technical design specification. BT will carry out tests to ensure that the configuration is working correctly. The Service Start Date occurs on successful completion of the tests.

2.2 Incident Reporting and Incident Repair

- 2.2.1 Incident repair options for CPE; except if related to LAN Connect Cloud Services.
There are two CPE Incident Repair Options, and the option selected will be specified on the Order. These options may not be available in all locations:
 - (a) **9 * 5 * 4 On Site CPE Maintenance**
This operates between 8am and 5pm on a Business Day. BT aims to get to the Site within four hours of confirming a Site visit is required. If there are less than four Business Hours left in the Business Day when the Incident report is received, the visit may be on the next Business Day. If BT agrees to perform work outside Business Hours, it will be at an additional Charge as agreed in an Order. The Charges will be agreed before any work is performed; and
 - (b) **24 * 7 * 4 On Site CPE Maintenance**
This operates 24x7 including national, public or bank holidays. BT aims is to get to the Site within four hours after confirming a Site visit is required ("**CPE Incident Repair Options**").
- 2.2.1 For the LAN Connect Cloud Services the Incident repair service is described in its respective Annex.
- 2.2.2 When reporting Incident(s) you will provide all information reasonably required by BT, such as the Site location, CPE serial number, reconfiguration details and where appropriate the circuit number. BT will give you an Incident reference number. All communication about a reported Incident will be made to the Service Desk and will quote the reference number.

- 2.2.3 If BT identifies that an Incident is due to unauthorised activity or access to your network, BT's only obligation will be to attempt to restore the LAN Connect global Service by installing the last archived configuration available, where applicable. Any further maintenance activity required as a result of the unauthorised activity or access will be subject to BT's agreement. You agree to pay BT's reasonable Charges for such work as agreed in an Order.
- 2.2.4 Incidents in hardware will be corrected by repair or, at BT's option, replacement of the affected item. Except in the case of BT Equipment which at all times remains the property of BT, replacement items of equipment will become the property of you and replaced items will become BT's property. Expended consumable items will be replaced but BT may make an additional Charge as agreed in an Order.
- 2.2.5 Except for faulty IP Telephony handsets, BT will inform to you when an Incident has been cleared, and will close the associated trouble ticket when either you confirm within 20 minutes that the Incident is cleared, or BT has attempted and failed to contact you and you do not respond within twenty minutes.
- 2.2.6 If you order replacement service for faulty IP Telephony handsets and BT informs you that a replacement IP Telephony handset is necessary, then a BT configured replacement will be sent by mail the next Business Day to the Customer Contact. The faulty handset will be returned to the address specified by BT. BT will charge you for any handsets not returned within 10 Business Days at the Charges as set out in the Order.
- 2.2.7 The standard Charges for the CPE Incident Repair Options covers Incidents resulting from normal wear and tear.
- 2.2.8 Additional Charges as agreed in an Order will apply for repair of Incidents or work required due to other causes such as:
- (a) Misuse; incorrect environmental conditions including incorrect temperature and humidity levels; faulty manufacture or design; mains electrical surges or failures;
 - (b) Lightning damage, electromagnetic interference, or any other accidental or deliberate damage;
 - (c) Correction of defects following the removal or connection of CPE other than by BT;
 - (d) Connection by you of other equipment to the CPE; and/or
 - (e) BT being denied access to the CPE.
- 2.2.9 The CPE Incident Repair Options do not cover:
- (a) Loss of your generated software programmes;
 - (b) Work at your request outside of a Business Day;
 - (c) Repair, replacement or re-routing of any of your supplied wiring or cabling or provision of additional wiring and cabling; or
 - (d) either BT Equipment or Purchased Equipment peripheral items including but not limited to printers, card readers, touchscreen displays, and signature capture devices.
- 2.3 **Reactive Incident Management**
- 2.3.1 BT will provide you with the Service Desk, available 24 hours a day for reporting Incidents. The Customer Contact will contact the Service Desk using the telephone number BT provides. You will carry out an initial diagnosis before reporting an Incident to BT; to ensure that only Incidents in the LAN Connect global Service are reported.
- 2.3.2 BT will aim to repair Incidents within four hours of the Incident being logged, except where the repair requires a Site visit. BT will interrogate the LAN Connect global Service remotely using the management links to determine the root cause(s) of the Incident. If possible, the Incident will be rectified remotely. Where it is not possible to fix the Incident remotely a Site visit will be scheduled in line with the CPE Incident Repair Option you have ordered.
- 2.3.3 BT will charge you for time taken to repair Incidents caused by errors in CPE configurations managed by you at the rates as agreed in an Order.
- 2.3.4 If a vendor issues a warning about vulnerability in its product, BT will assess the implications and recommend any actions that should be taken to protect the LAN Connect global Service. BT accepts no responsibility for any impact on the LAN Connect global Service or losses incurred as a result of the vulnerabilities.
- 2.4 **Incident Management Options**
- 2.4.1 The LAN Connect global Service enables BT to detect potential problems and take steps to resolve them before they become LAN Connect global Service affecting. It is provided using the management connection between the CPE and the BT remote management centre. The method



of monitoring will vary according to the type of CPE that is being monitored. Polling of LAN CPE connected as a stack may be limited to polling of the stack.

- 2.4.2 If a LAN Connect global Service affecting Incident is found, then BT will carry out remote diagnosis. BT will log the Incident in its Incident management system and take corrective action to resolve the Incident, in accordance with the CPE Incident Repair Option you have ordered. BT will inform the Customer Contact of action taken and whether further action is required. If a Site visit is necessary, it will take place during the hours of the CPE Maintenance option selected in the Order.
- 2.4.3 If the LAN Connect global Service includes Firewall equipment, BT will devise and implement any management IP addresses which may be required on the router through which the Firewall is connected to the management circuit.

2.4.4 **Standard Incident Management (provided as standard)**

BT will monitor the status of CPE for basic operational signs to check that they are functioning correctly.

2.4.5 **Enhanced Incident Management (if requested and set out in the Order)**

As well as the tasks of Standard Incident Management, BT will monitor performance indicators such as central processor unit, backplane utilisation, port utilisation and protocol errors of infrastructure ports.

3 Service Options

BT will provide you with any of the following options ("**Service Options**") as set out in any applicable Order and in accordance with the details as set out in that Order:

3.1 **Configuration Management Options**

The LAN Connect global Service is only provided in relation to the current version of Software supported by BT at the current feature set.

3.1.1 **Archive Active Software Configuration**

BT will archive Configuration Files and restore the configuration if there is a network failure. Archive files will be prepared each week and the last three configurations for each device will be stored. You may request the restoration of Configuration Files for any other reason provided that the total number of restorations made in any SLA Year starting on the Service Start Date, does not exceed a sum equivalent to three restorations per device per SLA Year.

3.1.2 **Converged IP Application – On site Archive and Restoration**

BT will archive Configuration Files and restore the configuration if there is a network failure. Archive files will be prepared and stored every day. The number of Configuration Files that can be stored will depend on the size of the files and the capacity of the storage device. BT's target is to store a minimum of three configurations.

3.2 **Professional Services and Customer Training**

BT provides Professional Services and Customer training, delivered during Business Hours. These services will be delivered as specified on the Order. If the Professional Service includes advice or work relating to any Customer Equipment, either operated by or on behalf of you, or to your technical design, BT does not guarantee that, following provision of the Professional Services, the Customer Equipment or your network will not be subject to any unlawful access, fraud or other misuse. BT will have no liability to you in respect of unlawful access, fraud or other misuse.

3.3 **Critical Port Monitoring**

BT will proactively monitor critical ports to show they are operating correctly. BT will monitor the critical ports continuously for status and performance information. The critical ports will be specified by you and will be active 24x7. Provision of this Service Option is subject to BT verifying that it is technically feasible to monitor the critical ports specified.

3.4 **Meraki Camera**

- 3.4.1 BT will manage the Meraki Camera in accordance with the terms of this Schedule but not the footage recorded by it.
- 3.4.2 During the Meraki Camera install process installation teams perform several tasks that require the ability to view video footage in order to ensure that the Meraki Cameras are properly installed and meet your requirements. Once the installation process is complete you can revoke BT's, and the Supplier's, video access from the "Help" page.
- 3.4.3 If you do not revoke BT access as set out in Paragraph 3.4.2 BT and the Supplier's access to video footage will automatically expire after seven days.



- 3.4.4 Where you require BT to have access to the video footage in order to deal with an Incident then your administrator will need to grant BT access.
 - 3.4.5 Any footage recorded is stored on the Meraki Camera, and should the Meraki Camera be lost, stolen or break, the recorded video footage will be lost.
 - 3.4.6 You can choose to have video footage stored in the cloud if you procure the Microsoft Azure service. The terms of the Microsoft Azure Schedule will apply to any footage stored.
 - 3.4.7 BT will procure licences for the Meraki Camera as set out in Paragraph 3.4 of Annex 2 (LAN Connect Cloud Service) and the terms of Paragraph 7.5 (EULAs) will apply to use of the Meraki Camera.
 - 3.4.8 BT will not be liable for any video footage recorded on the Meraki Camera or for any access obtained by third parties to the footage.
- 3.5 **Meraki Home Worker solution**
- 3.5.1 If you order the Meraki Home Worker solution as part of the LAN Connect global Service you will unpack and install the CPE at Site, connect it to the power supply and ensure that the CPE powers up correctly within seven days of it being delivered to Site.
 - 3.5.2 You must follow the install process set out in the BT Connect Meraki Teleworker Installation Guide which will be provided as part of the Meraki Home Worker solution.
 - 3.5.3 BT will not be liable for your failure to unpack and install the CPE at Site, connect it to the power supply or ensure that the CPE powers up correctly.
- 3.6 Service Options may not be available in all countries.

4 Service Management Boundary

- 4.1 BT will provide and manage the LAN Connect global Service in accordance with Parts A, B and C of this Schedule and as set out in any applicable Order up to;
 - 4.1.1 for LAN services, the port level of the LAN media and does not extend beyond the interface on the hub, switch or router;
 - 4.1.2 for voice services, the PBX connected to BT's remote management interface and does not extend to Site wiring, telephone handsets (or other call terminating/receiving devices); and
 - 4.1.3 for IP PBX's, the router or server the solution resides on,**("Service Management Boundary")**.
- 4.2 BT will have no responsibility for the LAN Connect global Service outside the Service Management Boundary.
- 4.3 BT does not make any representations, whether express or implied, about whether the LAN Connect global Service will operate in combination with any Customer Equipment or other equipment and software.
- 4.4 BT accepts no liability for the quality of any IP Telephony voice calls which are made across any network unless the calls are enabled to be carried over BT's MPLS or IP Connect Global network as EF Class.
- 4.5 BT is not responsible for the provision or maintenance of cabling between the Network Terminating Unit and any BT Equipment at a Site. You are responsible for ensuring that cabling and its maintenance are supplied. Such cabling is outside the Service Management Boundary for any service.
- 4.6 IP Telephony handsets are outside the IP Telephony Service Management Boundary set out in Paragraph 4.1.3 above.

5 Associated Services and Third Parties

- 5.1 You will have the following services in place that will connect to the LAN Connect global Service and are necessary for the LAN Connect global Service to function and will ensure that these services meet the minimum technical requirements that BT specifies:
 - 5.1.1 where not provided as part of this Contract, a certified cable infrastructure that meets the specifications BT provides to you and is comprised of fibre optic and copper structured cabling capable of supporting the agreed design;
 - 5.1.2 any necessary supporting systems for the LAN and any other services that BT specifies that are required to support the agreed design; and
 - 5.1.3 where applicable, a WAN for the duration of the LAN Connect global Service as it will be used by BT to provide remote management, such WAN will be made available to BT in line with the agreed project timeline,

(each an “**Enabling Service**”).

- 5.2 If the WAN set out in Paragraph 5.1.3 is not provided by BT then a fixed management link will be provided between your Site and the BT management centre. There will be additional Charges for this link as agreed in an Order.
- 5.3 If BT provides you with any services other than the LAN Connect global Service (including, but not limited to any Enabling Service) this Schedule will not apply to those services and those services will be governed by their separate terms.
- 5.4 If you are required by Applicable Law to purchase the LAN Connect global Service from a third-party supplier, BT will manage the LAN Connect global Service as your agent. You will provide BT with a letter of agency to enable BT to manage the third party.
- 5.5 BT will not be liable for failure to or delay in supplying the LAN Connect global Service to a Site if a licenced operator delays or refuses the supply of an Access Line to that Site and no alternative service is available at reasonable cost.
- 5.6 BT may agree to your request to extend the LAN Connect global Service to CPE managed over a third-party WAN. BT will not be responsible for the performance of the third-party WAN or failures of the LAN Connect global Service caused by failures on the third-party WAN.
- 5.7 Unless otherwise expressly specified by BT, charges for use by you of PSTN or mobile communications in order to gain access to the LAN Connect global Service are not included in the Charges for the LAN Connect global Service. If the Access Line used by you is provided by BT, BT will levy the applicable charges, under the relevant contract. However, if a call to the LAN Connect global Service is generated from another licensed operator's network, the call will be subject to the terms, conditions and charges of that other licensed operator and you are responsible for paying all applicable charges directly to the relevant telecommunications service provider.
- 5.8 If third party software is required in order to operate the LAN Connect global Service, you are responsible for ensuring that you have the appropriate number and type of software licences and that any applications (other than ones provided by BT as part of the LAN Connect global Service) are compatible with the LAN Connect global Service.
- 5.9 BT is not liable to you, whether in contract, tort or otherwise, for the acts or omissions of other providers of telecommunications or Internet services (including Domain Name registration authorities) or for Incidents in or failures of their equipment.
- 5.10 BT will not be liable for any Incidents caused by or any other work carried out by previous maintainers and for any interference caused by other parties using the same technology which were not present or detectable at the time of a Wireless LAN survey.
- 5.11 BT will not be liable for any losses incurred by you due to any interruption (including but not limited to third party attacks) in communications between you and the Supplier and any of its affiliates.
- 5.12 **Unauthorised activity**
 - 5.12.1 Although BT will use reasonable care and skill in carrying out its obligations under this Schedule in accordance with the applicable arrangements, it is not possible to ensure that all instances of fraud, misuse, unwanted or unauthorised activity or access to your network will be prevented or detected.
 - 5.12.2 Whenever BT becomes aware that security has been compromised, BT may take any of the actions specified in the Contract in order to limit any further occurrences of fraud, misuse, unwanted or unauthorised activity or access to your network.
 - 5.12.3 BT will not be liable for any such incidents or for any information held on your network, whether generated within your network or transmitted onto it from the Internet or otherwise, or for any loss or damage suffered by you including corruption or destruction of any data held on your network which occurs as a result of any breach of security, irrespective of the cause. You will take responsibility for the content and application of security policies designed to prevent unwanted or unauthorised activity or access to the network and for the implementation of suitable data archiving or other housekeeping activities which could minimise the effect of any breach of security.
- 5.13 **Internet**
 - 5.13.1 If you use the LAN Connect global Service to access the Internet, access and use of the Internet is solely at your risk and subject to all applicable laws. BT has no responsibility for any information, software, services or other materials obtained by you using the Internet.
 - 5.13.2 BT has no control over the information transmitted over the LAN Connect global Service and that BT does not edit, review or modify such information. BT excludes all liability for any information or

material which can be accessed using the LAN Connect global Service and for the transmission or reception of information of whatever nature. BT will not be responsible for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of the LAN Connect global Service or on the Internet.

6 Equipment

The BT Equipment and/or Purchased Equipment will be staged before installation. Staging will normally be done at the premises of the BT installer, but may take place at your Site(s).

6.1 Use of BT Equipment and Purchased Equipment

In relation to BT Equipment BT has the exclusive right to manage the configuration of BT Equipment, and until title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will:

- 6.1.1 keep the BT Equipment and Purchased Equipment safe and without risk to health;
- 6.1.2 only use the BT Equipment and Purchased Equipment, or allow it to be used, in accordance with any instructions or authorisation BT may give and for the purpose for which it is designed;
- 6.1.3 not move the BT Equipment or Purchased Equipment or any part of it from the Site(s) without BT's written consent and, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2.2, you will pay BT's costs and expenses reasonably incurred as a result of the move or relocation;
- 6.1.4 not make any alterations or attachments to, or otherwise interfere with, the BT Equipment or Purchased Equipment, including after title in any Purchased Equipment transfers to you in accordance with Paragraph 6.2, nor permit any person (other than a person authorised by BT) to do so, without BT's prior written consent and, if BT gives its consent, agree that any alterations or attachments are part of the BT Equipment or Purchased Equipment;
- 6.1.5 not sell, charge, assign, transfer or dispose of or part with possession of the BT Equipment or Purchased Equipment or any part of it;
- 6.1.6 not allow any lien, encumbrance or security interest over the BT Equipment or Purchased Equipment, nor pledge the credit of BT for the repair of the BT Equipment or Purchased Equipment or otherwise;
- 6.1.7 not claim to be owner of the BT Equipment and Purchased Equipment and ensure that the owner of the Site(s) will not claim ownership of the BT Equipment or Purchased Equipment, even where the BT Equipment or Purchased Equipment is fixed to the Site(s);
- 6.1.8 obtain appropriate insurance against any damage to or theft or loss of the BT Equipment and Purchased Equipment;
- 6.1.9 in addition to any other rights that BT may have, reimburse BT for any losses, costs or liabilities arising from your use or miss-use of the BT Equipment or Purchased Equipment or where the BT Equipment or Purchased Equipment is damaged, stolen or lost, except where the loss or damage to BT Equipment or Purchased Equipment is a result of fair wear and tear or caused by BT;
- 6.1.10 ensure that the BT Equipment or Purchased Equipment appears in BT's name in your accounting books;
- 6.1.11 where there is a threatened seizure of the BT Equipment and Purchased Equipment, or an Insolvency Event applies to you, immediately provide BT with Notice so that BT may take action to repossess the BT Equipment and Purchased Equipment; and
- 6.1.12 notify any interested third parties that BT owns the BT Equipment and Purchased Equipment.

6.2 Purchased Equipment

6.2.1 Delivery and Installation of Purchased Equipment

- (a) You will provide BT with the name and contact details of at least one individual who is responsible for receiving the Purchased Equipment at the Site(s).
- (b) Where a Site is located within the EU, BT will dispatch any Purchased Equipment for delivery to the applicable Site as set out in any applicable Order.
- (c) Where a Site is located outside the EU:
 - (i) you will act as the importer of record, clear the Purchased Equipment through the applicable customs authority in the destination country and be liable for any import tax, duty or excise duty incurred, and, if requested by BT, provide authorisation as soon as practicable, authorising BT or BT's agent to carry out BT's obligations as shipping agent. If you cannot give BT the authorisation, you will fulfil the shipping agent obligations on BT's behalf at your own cost; and
 - (ii) subject to your compliance with Paragraph (i):



- i. BT will deliver any Purchased Equipment to the applicable port of entry in the destination country in accordance with Paragraph (b); or
 - ii. if agreed between both of us in any applicable Order, BT will arrange shipping services to deliver the Purchased Equipment to the final destination address (es) as set out in any applicable Order.
- (d) Where a Site is located within the EU, if agreed between both of us in any applicable Order, BT will, subject to Paragraph (e), install any Purchased Equipment at the applicable Site(s), and test Purchased Equipment to ensure that it is ready for use.
- (e) Where a Site is located within a country in the EU other than the Territory, BT will not:
 - (i) sell you the Purchased Equipment if you are not VAT-registered in the delivery country; and
 - (ii) install the Purchased Equipment unless the Reverse Charge Mechanism applies to the services in that country.
- (f) Where a Site is located outside the EU, BT will, subject to your compliance with Paragraph (c)(i), only sell you Purchased Equipment and not any associated installation.
- (g) In order to provide you with the Purchased Equipment and any installation services as set out in the Order, BT may transfer the provision and installation of Purchased Equipment outside the Territory to a BT Affiliate or a third party in accordance with Clause 26 of the General Terms.

6.2.2 Transfer of Title and Risk

- (a) Where the Purchased Equipment is delivered to a Site that is located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you when you have paid for the Purchased Equipment in full;
 - (ii) where BT delivers or installs the Purchased Equipment, risk will pass to you on delivery of the Purchased Equipment, but you will not be liable for any loss or damage that is caused by BT's negligence; and
 - (iii) where BT does not deliver or install the Purchased Equipment, risk will pass to you when you take possession of the Purchased Equipment.
- (b) Where the Purchased Equipment is delivered to a Site that is not located within the Territory:
 - (i) title in the Purchased Equipment (except for the Intellectual Property Rights) will pass to you upon dispatch from the final shipping point in the Territory (or in transit where shipped from outside the Territory); and
 - (ii) risk in the Purchased Equipment will pass to you in accordance with Incoterms® 2010 DAP, but you will not be liable for any loss or damage that is caused by BT's negligence.

6.2.3 Acceptance of Purchased Equipment

- (a) Where a Site is located within the Territory, BT will treat the Purchased Equipment as accepted:
 - (i) where BT does not install the Purchased Equipment, when you take delivery or possession of the Purchased Equipment; and
 - (ii) where BT installs the Purchased Equipment, the Service Start Date.
- (b) Where a Site is not located within the Territory, BT will treat the Purchased Equipment as accepted on signature for the delivery at the port of entry, or at the final delivery address(es) that BT has agreed with you where BT are shipping the Purchased Equipment.

6.2.4 Warranty

- (a) At any time following the Service Start Date (or any other period that BT advises you in a Notice), if you report to BT in accordance with Paragraph 10 that there is an Incident in the Purchased Equipment due to faulty design, manufacture or materials, or BT's negligence, BT will, or will arrange for the manufacturer or other third party to, replace or (at BT's option) repair the part affected by, or causing, the Incident free of charge, unless:
 - (i) the Purchased Equipment has not been properly kept, used or maintained in accordance with the manufacturer's or BT's instructions, if any;
 - (ii) the Purchased Equipment has been modified without BT's written consent;
 - (iii) the Incident is due to damage, interference with or maintenance of Purchased Equipment by persons other than BT or a third party authorised by BT;
 - (iv) the Incident is due to faulty design by you where the Purchased Equipment has been customised or integrated into your systems to your design; or
 - (v) the Incident is due to fair wear and tear.

- (b) If requested by BT, you will return the Purchased Equipment affected by an Incident to BT or to the manufacturer or other third party, in accordance with BT's instructions, for repair or replacement in accordance with Paragraph 6.2.4(a).
- (c) BT does not warrant that the Software supplied in accordance with the Contract is free from Incidents, but BT will remedy any defects that materially impair performance (where necessary, by arrangement between both of us) within a reasonable time.

6.2.5 Security

- (a) You will ensure the proper use of any usernames, personal identification numbers and passwords used with the Purchased Equipment, and you will take all necessary steps to ensure that they are kept confidential, secure and not made available to unauthorised persons.
- (b) BT does not guarantee the security of the Purchased Equipment against unauthorised or unlawful access or use.

6.2.6 Software Licence

On and from the Service Start Date, or, where BT installs any Purchased Equipment, from the date of installation, you will comply with the provisions of any Software licences provided with or as part of any Purchased Equipment.

6.3 Customer Equipment (existing at the time of Order)

- 6.3.1 If Customer Equipment is used in connection with the LAN Connect global Service and you have ordered maintenance and management services for it from BT, BT will be entitled to inspect and test the Customer Equipment at any time subject to the agreed Site access requirements. Provision of maintenance and management is subject to:
 - (a) BT and you completing a Customer Equipment inventory, which will be incorporated in the Order;
 - (b) The Customer Equipment being in good operating condition, at the appropriate release of hardware or software and compatible with any other services provided by BT;
 - (c) You paying BT's reasonable Charges to perform a CPE Maintenance acceptance test; and
 - (d) You ordering BT Project Co-ordinator as set out in Paragraph 2.1.
- 6.3.2 A BT Project Co-ordinator will work with you to establish a project initiation document, agree lead times and plan implementation testing and commissioning activities.
- 6.3.3 The Customer Equipment at each Site will have the same level of CPE Maintenance as selected for all other relevant CPE at such Site.
- 6.3.4 BT will be given access to the Customer Equipment configurations and you will specify its configuration requirements in the Order if BT will be responsible for configuring the LAN Connect global Service.
- 6.3.5 Title and risk in any Customer Equipment will remain with you.
- 6.3.6 You will pay BT's reasonable Charges as agreed in an Order for any work that BT has to perform to repair, modify or adjust the Customer Equipment (including software upgrades and required number of licenses) which are necessary for BT to provide the LAN Connect global Service.
- 6.3.7 You will inform BT of any changes to the Customer Equipment that affect the inventory list. Such changes will be subject to review and acceptance by BT and may incur additional Charges as agreed in an Order.
- 6.3.8 You are responsible for all existing cabling and ensuring that additional applications are not installed on any servers being maintained by BT, unless previously agreed by BT in writing.
- 6.3.9 You are responsible for the accuracy of the Customer Equipment inventory. You are responsible for any costs incurred by BT for work done on any CPE not included in the Customer Equipment inventory and for correcting the inventory.

6.4 WEEE Directive

- 6.4.1 You will comply with Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE").
- 6.4.2 For the purposes of Article 13 of the WEEE Directive this Paragraph 6.4 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 6.4.3 You will comply with any information recording or reporting obligations imposed by the WEEE Directive.



6.5 Sale of Goods

The UN Convention on Contracts for the International Sale of Goods will not apply to the Contract.

6.6 Consumer Regulations

Where you place an Order acting for purposes which are related to your trade, business or profession, it will be deemed a business to business transaction to which the Consumer Protection (Distance Selling) Regulations 2000 as amended by the Consumer Protection (Distance Selling) (Amendment) Regulations 2005 do not apply.

6.7 Interoperability

BT does not make any representations, whether express or implied, about whether the Purchased Equipment will operate in combination with any other equipment or software.

7 Specific Terms

7.1 Minimum Period of Service and Renewal Periods

7.1.1 Unless one of us gives Notice to the other of an intention to terminate the LAN Connect global Service at least 90 days before the end of the Minimum Period of Service or a Renewal Period, at the end of the Minimum Period of Service or Renewal Period the LAN Connect global Service will automatically extend for a Renewal Period and both of us will continue to perform each of our obligations in accordance with the Contract.

7.1.2 If either of us gives Notice to the other of an intention to terminate the LAN Connect global Service, BT will cease delivering the LAN Connect global Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period.

7.1.3 BT may propose changes to this Schedule or the Charges (or both) by giving you Notice at least 90 days prior to the end of the Minimum Period of Service and each Renewal Period ("**Notice to Amend**").

7.1.4 Within 21 days of any Notice to Amend, you will provide BT Notice:

- (a) agreeing to the changes BT proposed, in which case those changes will apply from the beginning of the following Renewal Period;
- (b) requesting revisions to the changes BT proposed, in which case both of us will enter into good faith negotiations for the remainder of that Minimum Period of Service or Renewal Period, as applicable, and, if agreement is reached, the agreed changes will apply from the beginning of the following Renewal Period; or
- (c) terminating the Contract at the end of the Minimum Period of Service or Renewal Period, as applicable.

7.1.5 If we have not reached agreement in accordance with Paragraph 7.1.4(b) by the end of the Minimum Period of Service or the Renewal Period, the terms of this Schedule will continue to apply from the beginning of the following Renewal Period unless you give Notice in accordance with Paragraph 7.1.4(c) or BT may give Notice of termination, in which case BT will cease delivering the LAN Connect global Service at the time of 23:59 on the last day of the Minimum Period of Service or subsequent Renewal Period as applicable.

7.1.6 BT may make changes to this Schedule or the Charges to ensure compliance with Applicable Law. Where you do not agree to the change you can terminate the LAN Connect global Service in accordance with Clause 17 of the General Terms.

7.2 Customer Committed Date

7.2.1 If you request a change to the LAN Connect global Service or any part of the LAN Connect global Service, then BT may revise the Customer Committed Date to accommodate that change.

7.2.2 BT may expedite delivery of the LAN Connect global Service for operational reasons or in response to a request from you, but this will not revise the Customer Committed Date.

7.3 Service Transition

7.3.1 If you are transitioning your existing services to BT, you will provide any information or access BT reasonably requests within a reasonable period of time, including:

- (a) an inventory list with information relating to each device to be transitioned with relevant specifications, including:
 - (i) the location of the device;
 - (ii) software licence information;
 - (iii) network diagrams;
 - (iv) device name and IP addressing; and

- (v) details of any third-party contracts, service level agreements and equipment;
 - (b) access to your devices at least 10 Business Days prior to the Service Start Date; and
 - (c) copies of relevant extracts of your supplier support contracts for the devices that are the subject of the service being transitioned. BT will assume that the existing service level agreements with the relevant supplier remain the same as set out in the copies provided to BT, unless you provide BT Notice.
- 7.3.2 Any changes to the inventory provided in accordance with Paragraph 7.3.1(a) will be made in writing and:
- (a) may cause delay to the transition of your service or the Service Start Date; and
 - (b) may result in a change to the Charges to reflect the revised scope of the LAN Connect global Service.
- 7.3.3 You will provide reasonable technical support before and after the Service Start Date.
- 7.4 Access to Emergency Services**
- 7.4.1 If BT is providing IP Telephony service BT will provide the ability for Users to call the emergency services by dialling "999" or "112" but BT will not provide caller location information and you will make alternative arrangements for Users, including the maintenance of a fixed telephone number.
- 7.4.2 If BT is providing IP Telephony service BT will not guarantee your ability to use the IP Telephony service to make emergency calls at all times, including where:
- (a) there is a failure of mains power or Access Line;
 - (b) you are accessing the IP Telephony service from a mobile device and are not using the mobile network; or
 - (c) BT has suspended or interrupted the IP Telephony service for any reason, including Maintenance, and,
- therefore, BT recommends that you consider an alternative means to support emergency calls.
- 7.4.3 Where you request, and BT moves, a telephone number from one Site to another, there may be a delay in updates to caller location information held by the emergency services and until the emergency services receive any updated location information, the location information held by the emergency services will be the address of the Site before the number was moved.
- 7.5 EULAs**
- 7.5.1 BT will only provide the LAN Connect global Service if you have entered into the end user licence agreement with the Supplier in the form set out at the web addresses below:-
- (a) <http://www.cisco.com/go/eula> ("Cisco EULA"); and
 - (b) <http://www.cisco.com/web/products/seula/meraki-seula.pdf> ("Meraki EULA")
- as both may be amended or supplemented from time to time by the Supplier ("EULAs").
- 7.5.2 You will observe and comply with the EULAs for all any use of the applicable Software.
- 7.5.3 In addition to what it says in Clause 15 of the General Terms, if you do not comply with the EULAs, BT may restrict or suspend the LAN Connect global Service upon reasonable Notice, and:
- (a) you will continue to pay the Charges for the LAN Connect global Service until the end of the Minimum period of Service; and
 - (b) BT may charge a re-installation fee to re-start the LAN Connect global Service.
- 7.5.4 You will enter into the EULAs for your own benefit and the rights, obligations, acknowledgements, undertakings, warranties and indemnities granted in accordance with the EULAs are between you and the Supplier and you will deal with the Supplier in respect of any loss or damage suffered by either of you as such loss or damage will not be enforceable against BT.
- 7.5.5 Where the EULAs are presented in a 'click to accept' function and you require BT to configure or install Software on your behalf, BT will do so as your agent and bind you to the EULAs.
- 7.6 IP Addresses**
- 7.6.1 Except for IP Addresses expressly registered in your name, all IP Addresses made available with the LAN Connect global Service will at all times remain BT's property or the property of BT's suppliers and are non-transferable.
- 7.6.2 All of your rights to use IP Addresses will cease on termination or expiration of the LAN Connect global Service.
- 7.7 Invoicing**
- 7.7.1 Unless set out otherwise in any applicable Order, BT will invoice you for the following Charges in the amounts set out in any applicable Order:

- (a) Installation Charges, on the Service Start Date, or where the installation period is estimated to be longer than one month, monthly in arrears starting from when you place an Order until the Service Start Date;
- (b) Recurring Charges, except Usage Charges, monthly in advance on the first day of the relevant month and for any period where the LAN Connect global Service is provided for less than one month, the Recurring Charges will be calculated on a daily basis;
- (c) Usage Charges, monthly in arrears on the first day of the relevant month, calculated at the then current rates;
- (d) any Charges for any Purchased Equipment from the Service Start Date, and those Charges that will apply from the date you take delivery or possession of that Purchased Equipment;
- (e) Professional Services Charges;
- (f) De-installation Charges within 60 days of de-installation of the LAN Connect global Service; and
- (g) any Termination Charges incurred in accordance with Paragraph 7.8 upon termination of the relevant Service.

7.7.2 BT may invoice you for any of the following Charges in addition to those set out in any applicable Order:

- (a) Charges for investigating Incidents that you report to BT where BT finds no Incident or that the Incident is caused by something for which BT is not responsible under the Contract;
- (b) Charges for commissioning the LAN Connect global Service in accordance with Paragraph 8.2 outside of Business Hours;
- (c) Charges for expediting provision of the LAN Connect global Service at your request after BT has informed you of the Customer Committed Date;
- (d) Restoring the LAN Connect global Service if it has been suspended; and
- (e) any other Charges as set out in any applicable Order or as otherwise agreed between both of us.

7.8 Cancellation and Termination Charges

7.8.1 Cancellation Charges

For the purposes of Clause 16 of the General Terms, if you cancel an Order, or part of it, any time before the Service Start Date you will pay BT the Cancellation Charges as set out below:

- (a) any charges incurred at any Sites for any work performed, money spent, or commitments entered into to meet your requirements up to and including the time of such cancellation and for any expenses incurred in removal from the Site of CPE. BT may review the Charges for the LAN Connect global Service to the remaining Sites, from the Service Start Date for each Site.

7.8.2 Termination Charges

If you terminate the Contract or the LAN Connect global Service for convenience in accordance with Clause 17 of the General Terms you will pay BT:

- (a) all outstanding Charges or payments due and payable under the Contract;
- (b) any applicable outstanding connection or maintenance Charges;
- (c) De-installation Charges;
- (d) any charges reasonably incurred by BT from a supplier as a result of the early termination of the LAN Connect global Service e.g. any maintenance of equipment provided by a supplier;
- (e) any remaining charges outstanding with regard to BT Equipment; and
- (f) any other Charges as set out in any applicable Order.

7.8.3 In addition to the Charges set out at Paragraph 7.8.2 above, if you terminate during the Minimum Period of Service or any Renewal Period, you will pay BT Termination Charges, as compensation, equal to:

- (a) where the LAN Connect global Service is terminated during the first 12 months of the Minimum Period of Service, 100 per cent of the Recurring Charges per Site for any remaining months of the first 12 months of the Minimum Period of Service;
- (b) 20 per cent of the Recurring Charges per Site for the remaining months of the Minimum Period of Service or the Renewal Period; and
- (c) any waived Installation Charges per Site.

7.8.4 BT will refund to you any money you have paid in advance after deducting any Charges or other payments due to BT under the Contract.

7.9 Amendments to the General Terms

7.9.1 A new Clause 15.1.5 is included as follows:

'if a Supplier removes or alters any Service, for such period as may be required by the Supplier'



- 7.9.2 The wording in Clause 15.3 of the General Terms is deleted and replaced with the following:
'15.3 If BT decides to restrict or suspend a Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can, except where such restriction or suspension is as a result of Clause 15.1.5 in which case such notification may not be possible before it occurs.'
- 7.9.3 A new Clause 19.3 is included as follows:
'Neither of us will be liable for any delay or failure to perform any obligation in the Contract where the delay or failure is a result of a Force Majeure Event'.
- 7.9.4 The wording in Clause 26.1 of the General Terms is deleted and replaced with the following:
'26.1 Subject to Clause 26.7, either of us may assign the benefit of the Contract to an Affiliate by giving the other Notice, but if either of us chooses to assign the benefit of the Contract to an entity that is not an Affiliate, they need to get the other's permission in writing beforehand.'
- 7.9.5 The wording in Clause 26.6 of the General Terms is deleted and replaced with the following:
'26.6 Subject to Clause 26.7, either of us can assign or transfer our right to collect payments, receivables or other assets arising as a result of the Contract.'
- 7.9.6 A new Clause 26.7 is included as follows:
'You may not assign or transfer any of your interests, rights, or obligations under the Contract, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise, except with BT's prior written consent.'

Part B – Service Delivery and Management

8 BT's Obligations

8.1 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the LAN Connect global Service, BT will:

- 8.1.1 provide you with contact details for the Service Desk; and
- 8.1.2 comply with all reasonable health and safety rules and regulations and reasonable security requirements that apply at the Site(s) and that you have notified to BT in writing, but BT will not be liable if, as a result of any such compliance, BT is in breach of any of its obligations under this Contract.

8.2 Commissioning of the Service

Before the Service Start Date, BT will:

- 8.2.1 configure the LAN Connect global Service;
- 8.2.2 conduct a series of standard tests on the LAN Connect global Service to ensure that it is configured correctly;
- 8.2.3 connect the LAN Connect global Service to each Enabling Service; and
- 8.2.4 on the date that BT has completed the activities in this Paragraph 8.2, confirm to you the Service Start Date.

8.3 During Operation

On and from the Service Start Date, BT:

- 8.3.1 will respond and use reasonable endeavours to remedy an Incident without undue delay and in accordance with the Service Levels in Part C of the Contract if BT detects or if you report an Incident on the BT Network;
- 8.3.2 will maintain a web portal and server to provide you with online access to performance reports;
- 8.3.3 may carry out Maintenance from time to time and will use reasonable endeavours to inform you:
 - (a) at least five Business Days before any Planned Maintenance on the LAN Connect global Service, the BT Network, BT Equipment or Purchased Equipment, however, BT may inform you with less notice than normal where Maintenance is required in an emergency; or
 - (b) without undue delay for scheduled Access Line maintenance by the relevant supplier;
- 8.3.4 may, in the event of a security breach affecting the LAN Connect global Service, require you to change any or all of your passwords;

8.4 The End of the Service

On termination of the LAN Connect global Service by either of us, BT:



- 8.4.1 will provide configuration information relating to the LAN Connect global Service provided at the Site(s) in a format that BT reasonably specifies;
- 8.4.2 may disconnect and remove any BT Equipment located at the Site(s); and
- 8.4.3 may delete any Content.

9 Your Obligations

9.1 General

- 9.1.1 The Customer Contact will have the authority to make requests or agree proposals for changes to the LAN Connect global Service, including withdrawal or suspension of access to the LAN Connect global Service by Users. The Customer Contact will represent you and reach agreements on your behalf at all meetings with BT.
- 9.1.2 You will specify in the Order a contact person at each Site whom BT can contact during implementation any repair of Service.
- 9.1.3 Delivery of the LAN Connect global Service is dependent on you providing a complete and up to date description/inventory of the applicable LAN infrastructure or CPE. If you cannot provide this, then BT will provide consultancy services (at an additional Charge to be agreed in an Order) in order to obtain the information.
- 9.1.4 You are responsible for the provision, installation, configuration, operation, monitoring and maintenance of equipment and cables connected to the LAN Connect global Service but not provided by BT. This includes any equipment you require to perform its own network management, if management is not being provided by BT. BT does not make any undertaking regarding the interoperability of such equipment and cables with any CPE or LAN Connect global Service supplied by BT.
- 9.1.5 Unless you have ordered Configuration Management, you are responsible for
 - (a) devising any IP addresses required for network management of the LAN (including IP Telephony); and
 - (b) using the appropriate software to back-up, store, archive and maintain all configurations.
- 9.1.6 You will be responsible for ensuring the compatibility of any applications you wish to use with the LAN Connect global Service, except applications that are provided by BT.
- 9.1.7 Any proposed change to the location of CPE requires BT's consent and may require a Site survey. Any re-location of CPE and associated Site survey will incur additional Charges as agreed in an Order.
- 9.1.8 Unless otherwise agreed in writing, you are responsible for maintaining a copy of the latest CPE configuration to enable reloading in the event of hardware failure.
- 9.1.9 You grant BT authority to undertake all necessary data verification exercises including but not limited to the review of information contained on any BT system, reasonably required to support any changes to the LAN Connect global Service.
- 9.1.10 Following a Wireless LAN Site survey, any change to the accommodation layout that may occur on the Site or in the surrounding area may affect the transmission of the electromagnetic waves used by the Wireless LAN, and BT has no liability for any failure to provide, maintain or repair Service which results from the change.
- 9.1.11 You agree to co-operate in diagnosing Incidents by carrying out any diagnostic and test routines requested by BT or included in the manufacturer's instructions and allowing BT to carry out remote diagnostic tests where appropriate.

9.2 Service Delivery

Before the Service Start Date and, where applicable, throughout the provision of the LAN Connect global Service, you will:

- 9.2.1 provide BT with access to any Site(s) during Business Hours, or as otherwise agreed, to enable BT to set up, deliver and manage the LAN Connect global Service;
- 9.2.2 provide BT with Notice of any health and safety rules and regulations and security requirements that apply at the Site(s);
- 9.2.3 in jurisdictions where an employer is legally required to make a disclosure to its Users and other employees:
 - (a) inform your Users that as part of the LAN Connect global Service being delivered by BT, BT may monitor and report to you the use of any targeted applications by them;
 - (b) ensure that your Users have consented or are deemed to have consented to monitoring and reporting (if consent is legally required); and



- (c) agree that BT will not be liable for any failure by you to comply with this Paragraph 9.2.3, you will be liable to BT for any Claims, losses, costs or liabilities incurred or suffered by BT due to your failure to comply with this Paragraph 9.2.3.
- 9.2.4 ensure that the LAN or WAN protocols and applications you use are compatible with the LAN Connect global Service;
- 9.2.5 prepare and maintain the Site(s) for the installation of BT Equipment and Purchased Equipment and supply of the LAN Connect global Service, including:
 - (a) providing a suitable and safe operational environment for any BT Equipment or Purchased Equipment including all necessary trunking, conduits, cable trays, and telecommunications connection points in accordance with BT's reasonable instructions and applicable installation standards;
 - (b) take up or remove any fitted or fixed floor coverings, ceiling tiles and partition covers or provide any openings in buildings required to connect BT Equipment or Purchased Equipment to appropriate telecommunications facilities in time to allow BT to undertake any necessary installation or maintenance services;
 - (c) providing all relevant patch leads for connection to the LAN Connect global Service. BT will not be responsible for the condition or compatibility of the leads;
 - (d) disposing of any packaging;
 - (e) carry out any work that may be required after installation to make good any cosmetic damage caused during installation or maintenance;
 - (f) provide a secure, continuous power supply at the Site(s) for the operation and maintenance of the LAN Connect global Service, BT Equipment or Purchased Equipment at such points and with such connections as BT specifies, and, in order to mitigate any interruption to the LAN Connect global Service resulting from failure in the principal power supply, provide back-up power with sufficient capacity to conform to the standby requirements of the applicable standards; and
 - (g) provide internal cabling between the BT Equipment and any Customer Equipment, as appropriate (including PBX).

9.3 During Operation

On and from the Service Start Date, you will:

- 9.3.1 ensure that Users report Incidents to the Customer Contact and not to the Service Desk;
- 9.3.2 ensure that the Customer Contact will take Incident reports from Users and pass these to the Service Desk using the reporting procedures agreed between both of us, and is available for all subsequent Incident management communications;
- 9.3.3 monitor and maintain any Customer Equipment connected to the LAN Connect global Service or used in connection with a LAN Connect global Service;
- 9.3.4 ensure that any Customer Equipment that is connected to the LAN Connect global Service or that you use, directly or indirectly, in relation to the LAN Connect global Service is:
 - (a) connected using the applicable BT Network termination point, unless you have BT's permission to connect by another means;
 - (b) adequately protected against viruses and other breaches of security;
 - (c) technically compatible with the LAN Connect global Service and will not harm or damage BT Equipment, the BT Network, or any of BT's suppliers' or subcontractors' network or equipment; and
 - (d) approved and used in accordance with relevant instructions, standards and Applicable Law and any safety and security procedures applicable to the use of that Customer Equipment;
- 9.3.5 immediately disconnect any Customer Equipment, or advise BT to do so at your expense, where Customer Equipment:
 - (a) does not meet any relevant instructions, standards or Applicable Law; or
 - (b) contains or creates material that is in breach of the Acceptable Use Policy and you are contacted by BT about the material,and redress the issues with the Customer Equipment prior to reconnection to the LAN Connect global Service;
- 9.3.6 distribute, manage and maintain access profiles, passwords and other systems administration information relating to the control of Users' access to the LAN Connect global Service;
- 9.3.7 maintain a written list of current Users and provide a copy of the list to BT within five Business Days following BT's written request at any time;
- 9.3.8 ensure the security and proper use of all valid User access profiles, passwords and other systems administration information used in connection with the LAN Connect global Service and:

- (a) immediately terminate access for any person who is no longer a User;
- (b) inform BT immediately if a User's ID or password has, or is likely to, become known to an unauthorised person, or is being or may be used in an unauthorised way;
- (c) take all reasonable steps to prevent unauthorised access to the LAN Connect global Service;
- (d) satisfy BT's security checks if a password is lost or forgotten; and
- (e) change any or all passwords or other systems administration information used in connection with the LAN Connect global Service if BT requests you to do so in order to ensure the security or integrity of the LAN Connect global Service.

9.3.9 ensure that the maximum number of Users will not exceed the permitted number of User identities as set out in any applicable Order;

9.3.10 not allow any User specific subscription to be used by more than one individual User unless it has been reassigned in its entirety to another individual User, in which case you will ensure the prior User will no longer have any right to access or use the LAN Connect global Service; and

9.3.11 inform BT within five Business Days if the number of Users increases by more than 5 per cent from the number of Users as set out in any applicable Order and, in these circumstances, or if BT can demonstrate by management reports that the number of Users exceeds that limit, BT may increase the Charges proportionately.

9.4 Voice Specific Customer Responsibilities

9.4.1 You are responsible for:

- (a) integration of features and functionality of the BT provided IP Telephony service with any solution that is not provided by BT. BT may charge for any necessary integration work it does;
- (b) installation and maintenance of any softphone or wireless phone provided by BT as part of the LAN Connect global Service;
- (c) providing and maintaining, if applicable, your own application environment; and
- (d) maintenance of any anti-virus or other security software applicable to the LAN Connect global Service loaded, including new software updates and patches.

9.4.2 In addition to your responsibilities set out in 9.5.1, if BT is providing IP Telephony service across a WAN and/or LAN that is not maintained by BT then you are responsible for:

- (a) design, configuration, implementation, maintenance and support of the WAN or LAN;
- (b) ensuring that the WAN or LAN can carry real time-sensitive traffic;
- (c) maintaining end to end integrity of the WAN or LAN solution and instructing the WAN and/or LAN service provider(s) to work with BT to ensure end to end voice quality; and
- (d) ensuring that its WAN or LAN solution integrates with the BT provided IP Telephony service, and any other element of the solution that is not provided by BT.

9.5 LAN Specific Customer Responsibilities

9.5.1 If BT is providing a LAN, but not the associated WAN then you are responsible for:

- (a) design, configuration, implementation, maintenance and support of the WAN;
- (b) integration of features and functionality between the BT provided LAN Connect global Service and the WAN; and
- (c) ensuring that the WAN solution integrates with the BT provided LAN and any other element of the solution not provided by BT. BT may charge for any necessary integration work it does.

9.6 CPE Customer Responsibilities

9.6.1 You are responsible for ensuring the Customer Equipment provided is suitable for its needs and compatible with the LAN Connect global Service.

- (a) Unless otherwise expressly permitted by BT, you agree that all equipment such as routers, modems, terminal adapters or other devices by means of which a connection can be made between your WAN or LAN or both, will constitute Customer Equipment and be subject to maintenance by BT in accordance with the requirements as set out in the Order.
- (b) If Software is supplied under this Schedule, you will retain and store the Software for future use by BT.
- (c) You will provide suitable racking to house the CPE and will ensure that all areas containing permanently installed CPE are maintained in a clean condition.
- (d) You will not stack any equipment or materials on top of the CPE and will ensure it is properly ventilated at all times. You will ensure that there is a reasonable working area around the CPE.
- (e) You will operate the CPE in accordance with any instructions issued by its manufacturer or by BT and will not repair, adjust or modify it without BT's prior written consent. However, you may make configuration changes in accordance with the procedure and parameters set out in any documentation applicable to the CPE and will keep BT informed of any such changes.



- (f) If you have not ordered a CPE Maintenance option, then you are responsible for any maintenance and BT accepts no responsibility or liability for any such work which will be carried out at your risk.

9.7 The End of the Service

On termination of the LAN Connect global Service by either of us, you will:

- 9.7.1 provide BT with all reasonable assistance necessary to remove BT Equipment from the Site(s);
- 9.7.2 disconnect any Customer Equipment from BT Equipment located at the Site(s);
- 9.7.3 not dispose of or use BT Equipment other than in accordance with BT's written instructions or authorisation;
- 9.7.4 arrange for any BT Equipment located at the Site(s) to be returned to BT; and
- 9.7.5 be liable for any reasonable costs of recovery that BT incurs in recovering the BT Equipment.

10 Incidents

10.1 If BT detects or you report an Incident, BT will do the following:

Network Incidents. BT will respond to reported Incidents without undue delay.

Access Incidents. BT will work with the relevant supplier to restore service as soon as practicable during Local Contracted Business Hours.

BT Equipment Incidents. If possible, BT will fix the Equipment remotely. If necessary, BT or its supplier will visit the Site as soon as reasonably practicable during Contracted Maintenance Hours.

10.2 BT is not responsible for rectifying any incidents:-

- (a) in any Customer, host or LAN application;
- (b) in any cable, connector or interface between the BT Equipment and any Customer Equipment;
- (c) in any equipment or device that is not provided by BT; or
- (d) beyond the Service Management Boundary.

Part C – Service Levels

11 Service Levels

- 11.1 In this section "**Site**" will mean an individual Site or Circuit as appropriate.
- 11.2 These Service Levels apply to each Site and each element of LAN Connect global Service within the Service Management Boundary unless otherwise stated in this Schedule or in the Order.
- 11.3 Service Credits will be based on the Charges for a Site, that is, the monthly charges for the LAN Connect global Service at a Site as set out in the Order ("**Site Charges**"). For LAN Connect global Services with Usage Charges, the Site Charges used to calculate Service Credits, will be the sum of the Usage Charges for the last three months divided by three.
- 11.4 The Availability target is not available in all locations. The Availability target, if any, for each Site will be specified in the Order.
- 11.5 **Delivery**
If the delivery and installation of the LAN Connect global Service at a Site occurs after the Customer Committed Date you may claim a Service Credit of four per cent of the Site Charges for each Business Day's delay, up to a maximum of one month's Site Charges.
- 11.6 **Availability**
 - 11.6.1 BT will assign an availability category ("**SLA Category**") determined by the LAN Connect global Service, configuration and Site location. This will be stated on the Order (for Circuits and other point to point services where a failure at one Site will affect the other Site, the SLA Category is the one for the Site in the lowest SLA Category location). Each SLA Category has an associated Annual Performance Target ("**APT**"), which is used to calculate the APT Downtime.
 - 11.6.2 The Availability Categories are:

LAN	Category
With Resilience (Dual Core Switches / Supervisors and Redundant Power)	Cat A
No Resilience	Cat D
IP Telephony	Category



LAN	Category
Full Resilience (Clustered Servers)	Cat A
Partial Resilience (Box Resilience: Dual Processors and Mirrored Discs)	Cat C
No Resilience	Cat E

- 11.6.3 BT will count Downtime for each properly reported Qualifying Incident and will keep a record of cumulative Downtime by Site, in units of full minutes, for each month and the SLA Year.
- 11.6.4 If cumulative Downtime in a month exceeds the Service Credit Start Point ("SCSP"), you may claim a Standard Service Credit(s) as shown in the table below, for each affected Site up to a maximum of one month's Site Charges, the "Capping Level".
- 11.6.5 If the cumulative Downtime in any SLA Year (or portion of a SLA Year for Sites installed for less than a SLA Year) exceeds the APT Downtime BT will apply the Elevated Service Credit(s) shown in the table below for all valid claims until the cumulative Downtime in the SLA Year falls below the APT Downtime. During this time the SCSP will be immediate for all SLA Categories.
- 11.6.6 Unless otherwise stated Service Credits apply to each started hour of Downtime above the SCSP.

SLA Category	Annual Performance Target (APT)	APT Downtime	SCSP for Standard Service Credits	Standard Service Credits	Elevated Service Credits
Cat A++	≥ 99.999%	5 minutes	immediate	4% of Site Charges for each started 5 minutes of Downtime above the SCSP	8% of Site Charges for each started 5 minutes of Downtime
Cat A+	≥ 99.99%	1 hour	immediate	4% of Site Charges for each started 15 minutes of Downtime above the SCSP	8% of Site Charges for each started 15 minutes of Downtime
Cat A1	≥ 99.97%	3 hours	immediate	4% of Site Charges	8% of Site Charges
Cat A	≥ 99.95%	4 hours	immediate	4% of Site Charges	8% of Site Charges
Cat B	≥ 99.90%	8 hours	1 hour	4% of Site Charges	8% of Site Charges
Cat C	≥ 99.85%	13 hours	3 hours	4% of Site Charges	4% of Site Charges
Cat D	≥ 99.80%	17 hours	5 hours	4% of Site Charges	4% of Site Charges
Cat E	≥ 99.70%	26 hours	7 hours	4% of Site Charges	4% of Site Charges
Cat F	≥ 99.50%	43 hours	9 hours	4% of Site Charges	4% of Site Charges
Cat G	≥ 99.00%	87 hours	11 hours	4% of Site Charges	4% of Site Charges
Cat H	≥ 98.00%	175 hours	13 hours	4% of Site Charges	4% of Site Charges
Cat I	≥ 97.00%	262 hours	15 hours	4% of Site Charges	4% of Site Charges

- 11.6.7 Downtime is measured from when a Qualifying Incident is reported to the Service Desk and ends when BT clears the Qualifying Incident. You will be given an incident report reference number ("trouble ticket" number) for each properly reported Qualifying Incident.
- 11.6.8 BT will inform you when the Qualifying Incident is cleared and will close the trouble ticket when either you confirm within 20 minutes that the Qualifying Incident is cleared, or BT has attempted and failed to contact you and you do not respond within 20 minutes.
- 11.6.9 If you confirm that the Qualifying Incident is not cleared within 20 minutes of being informed, the trouble ticket will remain open, and Downtime adjusted.
- 11.6.10 Downtime will only be measured during the Local Contracted Business Hours (for Access Incidents as set out in Paragraph 10.1) or the Contracted Maintenance Hours (for BT Equipment Incidents as set out in Paragraph 10.1) specified on the Order.
- 11.6.11 The following are not Qualifying Incidents, and Downtime will not be measured;
 - (a) if you ask BT to test the LAN Connect global Service although no incident has been detected and/or reported;
 - (b) if the LAN Connect global Service has been modified or altered in any way by you or at your request;
 - (c) during Planned Maintenance;
 - (d) for incidents due to any of your performed network configurations not approved by BT;
 - (e) for changes or alterations made other than by BT to the LAN Connect global Service or to BT Equipment, connections, routing plan, applications or test equipment, or the mapping of applications; or



- (f) if an incident is reported and BT cannot confirm that an incident exists after performing tests.
- 11.7 **Restore-Time (Resilience).**
- 11.7.1 If you order a resilient service at a Site, that is with primary and secondary components (Access Line and CPE, if applicable), then if either the primary or secondary component fails and BT does not restore Service to both components within 24 hours of you reporting or BT detecting the failure, ("**the initial 24 hours**") BT will give you a Service Credit for valid claims.
- 11.7.2 The Service Credit will be one per cent of the monthly Recurring Charges per Site for each started hour after the initial 24 hours up to a cap of 100 per cent of the monthly Recurring Charges per Site.
- 11.7.3 As LAN Connect global Service is available during this period this time will not count towards Downtime.
- 11.7.4 This paragraph 11.7 only applies if the Access Line and CPE components are ordered with 24X7 maintenance which may not be available in all locations.
- 11.8 **General Exclusions**
- 11.8.1 Service Credits are limited to the Capping Level and are your sole right and remedy if BT does not meet the Service Levels.
- 11.8.2 Only BT's measurements will be used to calculate Service Credits.
- 11.8.3 The Service Levels do not apply
- (a) if you do not provide access, delays providing access or denies permission for BT or its agents and suppliers to repair the LAN Connect global Service;
 - (b) during any trial period of the LAN Connect global Service, or for LAN Connect global or any part of the LAN Connect global which has a Minimum Period of Service less than 12 months;
 - (c) to failures due to matters beyond BT's reasonable control as set out in the General Terms;
 - (d) to any Qualifying Incident not reported in accordance with BT's incident reporting procedures; or
 - (e) if you have not complied with the Contract.
- 11.9 **Payment of Service Credits**
- 11.9.1 To qualify for Service Credit(s), and before any Service Credit(s) can be applied, you will make a claim, providing details of the reason for the claim, within 25 days of the end of the month in which poor performance occurred.
- 11.9.2 Service Credits will normally be made by deduction from your invoice within two billing cycles of a claim being received.
- 11.9.3 Failure to meet the Service Levels is not a material breach of the Contract.

Part D – Defined Terms

12 Defined Terms

In addition to the defined terms in the General Terms, capitalised terms in this Schedule will have the below meanings (and in the case of conflict between these defined terms and the defined terms in the General Terms, these defined terms will take precedence for the purposes of this Schedule). BT has repeated some definitions in this Schedule that are already defined in the General Terms. This is to make it easier for you to find the definitions when reading this Schedule.

"Access Line" means a Circuit connecting the Site(s) to the BT Network.

"Annex" means any annex to this Schedule describing the specific conditions for an additional Service contracted with LAN Connect global Service. If you order such additional service then the conditions of such Annex will form part of this Schedule.

"Availability" means the period of time when the LAN Connect global Service is functioning.

"BT Connect Meraki Teleworker Installation Guide" means the guide provided to you electronically by BT under paragraph 3.5.

"BT Price List" means the document containing a list of BT's charges and terms that may be accessed at: www.bt.com/pricing (or any other online address that BT may advise you).

"BT Project Co-ordinator" means the desk-based project manager provided under Paragraph 2.1.

"Business Hours" means between the hours of 0800 and 1700 in a Business Day.

"Capping Level" means the maximum Service Credit that can apply in any month and is 100 per cent of the monthly Site Charges for the LAN Connect global Service for any affected Site.



“**Circuit**” means any line, conductor, or other conduit between two terminals by which information is transmitted, and that is provided as part of the LAN Connect global Service.

“**Configuration File**” means a record of your configuration and data.

“**Content**” means applications, data, information (including emails), video, graphics, sound, music, photographs, software or any other material.

“**Contracted Maintenance Hours**” means the times during which BT will provide maintenance for BT Equipment, which are Business Hours unless set out otherwise in any applicable Order.

“**CPE**” means customer premises equipment which is any equipment (including software embedded in or run on such equipment), whether BT Equipment, Purchased Equipment or Customer Equipment which is, maintained or managed by BT as part of the LAN Connect global Service.

“**CPE Maintenance**” means an Incident repair service for CPE.

“**Customer Equipment**” means any equipment including any Purchased Equipment and any software, other than BT Equipment, used by you in connection with the LAN Connect global Service.

“**DAP**” means Delivered at Place as defined in Incoterms® 2010.

“**De-installation Charges**” means the charges payable by you on de-installation of the LAN Connect global Service that are equal to the then current rates for Installation Charges on the date of de-installation.

“**Domain Name**” means a readable name on an Internet page that is linked to a numeric IP Address.

“**Downtime**” means the period of time during which a Qualifying Incident(s) exists.

“**Enabling Service**” has the meaning given in Paragraph 5.1.

“**EF Class**” means expedited forwarding class.

“**EU**” means European Union.

“**EULAs**” has the meaning given in Paragraph 7.5.1.

“**General Terms**” means the general terms to which this Schedule is attached or can be found at www.bt.com/terms, and that form part of the Contract.

“**Incident**” means an unplanned interruption to, or a reduction in the quality of, the LAN Connect global Service or particular element of the LAN Connect global Service.

“**Incoterms® 2010**” means the International Commercial Terms, which are a series of pre-defined commercial terms published by the International Chamber of Commerce and are a trademark of the International Chamber of Commerce.

“**Enhanced Incident Management**” has the meaning given in Paragraph 2.4.5.

“**Installation Charges**” means those Charges set out in any applicable Order in relation to installation of the LAN Connect global Service or any Purchased Equipment, Customer Equipment or BT Equipment as applicable.

“**Internet**” means a global system of interconnected networks that use a standard Internet Protocol to link devices worldwide.

“**Internet Protocol**” or “**IP**” means a communications protocol for devices connected to the Internet that specifies the format for addresses and units of transmitted data.

“**IP Address**” means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet.

“**IP Telephony**” or “**IPT**” means the delivery of voice and multimedia communications over Internet Protocol networks.

“**LAN Connect global Service**” has the meaning given in Paragraph 1.

“**Local Area Network**” or “**LAN**” means the infrastructure that enables the ability to transfer IP services within Site(s) (including data, voice and video conferencing services).

“**Local Contracted Business Hours**” means the times during which maintenance of any Access Line is provided, which are Business Hours unless set out otherwise in any applicable Order.

“**Meraki Camera**” means either BT Equipment or Purchased Equipment and a User Device for the purposes of the LAN Connect Cloud Service set out in Annex 2 to this Schedule.

“**Meraki Home Worker**” means where you choose to unpack, install and connect the CPE yourself in accordance with paragraph 3.5.

“**Minimum Period of Service**” means a period of 12 consecutive months beginning on the Service Start Date, unless set out otherwise in any applicable Order.

“**Microsoft Azure**” means a cloud-based computing infrastructure platform that can be provided by BT under the terms of a separate Schedule.

“**MPLS**” means multi-protocol-label switching.

“**Network Terminating Unit**” or “**NTU**” means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line.

“**Notice to Amend**” has the meaning given in Paragraph 7.1.3.

“**PBX**” means private branch exchange.

“**Planned Maintenance**” means any Maintenance BT has planned to do in advance.

“**Professional Services**” means those services provided by BT which are labour related services.

“**PSTN**” means Public Switched Telephone Network, which is the concentration of the world's public circuit switched telephone networks.



“Qualifying Incident” means an incident resulting in a total loss of LAN Connect global Service (both primary and any resilience/back-up) to a Site or Circuit, as appropriate, or in the case of any voice Services with multiple Access Lines a loss of service on one or more Access Lines.

“Recurring Charges” means the Charges for the LAN Connect global Service or applicable part of the LAN Connect global Service that are invoiced repeatedly in every payment period (e.g. every month), as set out in any applicable Order.

“Renewal Period” means for each LAN Connect global Service, the initial 12 month period following the Minimum Period of Service, and each subsequent 12 month period.

“Reverse Charge Mechanism” means the method by which customers within the European Union may self-assess for domestic VAT on cross-border purchases in accordance with Articles 194 – 199 of Council Directive 2006/112/EC.

“Service Desk” means the helpdesk that you are able to contact to submit service requests, report Incidents and ask questions about the LAN Connect global Service.

“Service Level” means an agreed level of service for Delivery, Availability or Network Performance as may be applicable to the LAN Connect global Service and as set out in this Schedule.

“Service Management Boundary” has the meaning given in Paragraph 4.1.

“Service Options” has the meaning given in Paragraph 3.

“Site” means a location at which the LAN Connect global Service is provided.

“Site Charges” has the meaning given in Paragraph 11.3.

“SLA Category” has the meaning given in Paragraph 11.6.

“SLA Year” means the 8760 hours which starts on the Service Start Date of each Site or Circuit, as appropriate, and ends 365 days later; thereafter the SLA Year will be the most recent 12 months in which the LAN Connect global Service is provided.

“Standard Incident Management” has the meaning given in Paragraph 2.4.4.

“Standard Service Components” has the meaning given in Paragraph 2.

“Supplier” means Cisco Meraki, a San Francisco corporation, having its principal place of business at 500 Terry A Francois Boulevard, CA 94158, United States of America.

“Territory” means the country in which BT is registered as resident for corporate income tax purposes.

“Usage Charges” means the Charges for the LAN Connect global Service or applicable part of the LAN Connect global Service that are calculated by multiplying the volume of units that you used or incurred in a period (e.g. number of agents using the LAN Connect global Service, or the number of minutes the LAN Connect global Service was used for) with the relevant fee as set out in any applicable Order.

“Wide Area Network” or **“WAN”** means Wide Area Network, the infrastructure that enables the transmission of data between Sites.

“WEEE” has the meaning given in Paragraph 6.4.1.

“WEEE Directive” has the meaning given in Paragraph 6.4.1.

“Wireless LAN” means the transmission of data over electromagnetic waves using CPE including access point and client adapter equipment.